

# EXHIBIT 6

**IN THE UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

TODD DANNHAUSER, and  
TD CO., L.P.,

Plaintiffs,

VS.

TSG REPORTING, INC.,

Defendant.

## PLAINTIFFS' INITIAL DISCLOSURES

CIV. NO. 16-CV-00747 (CM)

## PLAINTIFFS' INITIAL DISCLOSURES

Pursuant to Federal Rule of Civil Procedure 26(a)(1), Plaintiffs Todd Dannhauser and TD Co., L.P. (together, “Plaintiffs” or “Dannhauser”) submit the following initial disclosures to Defendant TSG Reporting, Inc. (“Defendant” or “TSG”). Plaintiffs make these disclosures subject to, and without waiving, the attorney-client privilege, attorney work-product doctrine, and any other applicable privilege or exemption from discovery. In addition, Plaintiffs make these initial disclosures without waiving any argument it has concerning the relevancy or admissibility of, or proper weight to be accorded to, any of the information or materials disclosed or otherwise provided in connection with these disclosures.

Plaintiffs reserve the right to amend and supplement these disclosures based upon review or receipt of additional information applicable to this matter including, without limitation, other parties' disclosures and discovery responses, and the testimony or information produced or otherwise provided by third parties.

**A. Rule 26(a)(1)(A): Individuals Likely To Have Discoverable Information**

The following individuals may likely have discoverable information. Plaintiffs expressly reserve the right to rely upon additional witnesses as further information becomes available.

of November 15, 2010, as further amended by the Amendment to Amended and Restated Co-Sale Agreement, dated as of September 15, 2012.

12. Noncompetition Agreement, dated as of November 15, 2015, by and between TSG and Dannhauser, as amended by the Amendment to Noncompetition Agreement, dated as of September 15, 2012.

These documents and/or categories of documents will be made available for review and copying through the offices of Brewer, Attorneys & Counselors at a mutually convenient date and time.

**C. Rule 26(a)(1)(A)(iii): Damages**

As discovery has yet to be substantially completed, Plaintiffs cannot provide a specific calculation of the total damages they have sustained. Plaintiffs are seeking to recover all damages to which they are entitled, including, *inter alia*, all commissions owed to Plaintiffs and the costs, attorneys' fees and experts' fees it incurs in connection with this action. Plaintiffs are also seeking declaratory relief. Plaintiffs reserve the right to supplement this response as further information becomes available to them in discovery.

**D. Rule 26(a)(1)(A)(iv): Insurance**

At this time, Plaintiffs are not aware of any insurance agreement under which an insurance business may be liable to satisfy all or part of a possible judgment in the action or to indemnify or reimburse for payments made to satisfy such judgment.

Dated: New York, New York  
May 6, 2016

Respectfully submitted,

By: /s/ Chael J. Clark  
William A. Brewer III  
Michael L. Smith  
Chael J. Clark  
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**ATTORNEYS FOR PLAINTIFFS**

**CERTIFICATE OF SERVICE**

I hereby certify that on the 6<sup>th</sup> day May, 2016, a true and correct copy of the foregoing document was served on the following counsel of record via electronic mail and Federal Express:

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Jesenia Ruiz de la Torre  
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